

The York County Board of Commissioners met according to law on August 11, 2009 at 9:35 a.m. as per notice in the York News Times on August 6, 2009, with Augustus M. Brown Jr. presiding, with Steve Neujahr, Eugene Bergen, Kurt Bulgrin and Patricia Bredenkamp. Also present were Tim Sieh, County Attorney and Melanie Wilkinson, correspondent for the York News Times.

The Board met with Elected Officials and Department heads prior to the regular meeting. No action was taken.

The agenda of the meeting was posted on the bulletin board in the County Clerk’s office and a copy of the agenda was made available to each Commissioner.

Brown announced that the Open Meetings Law was posted on the outside of the door and copies were available in the back of the board room. Proof of publication was also available.

Moved by Neujahr, seconded by Bulgrin to approve the minutes of the July 28, 2009 meeting of the Board of Commissioners; roll call: yeas, Neujahr, Bulgrin, Bredenkamp, Bergen and Brown; nays, none; motion carried.

Moved by Neujahr, seconded by Bulgrin to approve the agenda; roll call: yeas, Neujahr, Bulgrin, Bergen, Bredenkamp and Brown; nays, none; motion carried.

The Board reviewed the following General Assistance cases:

Moved by Bredenkamp, seconded by Bergen to approve General Assistance Case #09-23 for medication in the amount of \$41.76 payable to Walgreen Pharmacy; roll call: yeas, Bredenkamp, Bergen, Neujahr, Bulgrin, and Brown; nays, none; motion carried.

Moved by Bulgrin, seconded by Bredenkamp to approve payroll in the amount of \$112,872.47 and vendor claims as presented and direct the County Treasurer to transfer money from the specifically designated county funds to the Imprest Account fund; roll call: yeas, Bulgrin, Bredenkamp, Neujahr, Bergen and Brown; nays, none; motion carried.

Rd	Ace Irrigation and Mfg	Culverts	392.80
Gen, Rd	Alltel	Telephone Service	268.11
Visitors Prom	Avery Outdoor	Billboard Rental	240.00
Aging	Bag N Save	Supplies	1,289.27
Gen	Bradley Barrows	Attorney Fees	178.50
Gen, Rd	Black Hills Energy	Heating Fuels	211.57
Gen	Blue Knight Security, Inc.	Security Contract	846.00
Rd	Bosselman	Repair Parts/Labor	1,930.90
Gen	Robert E. Bowen, M.C., P.C.	Autopsy Costs	940.00
Gen	Mark Brouillette, DDS	Medical-Prisoners	132.00
Gen, Aging	Lori Byers	Reimbursement	99.51
Rd	Car Parts, Inc.	Shop Supplies	75.48
Gen	Centre Place Dental, P.C.	Medical-Prisoners	63.00
Gen, Rd	City of York	Water	1,276.87
Ambulance	City of York-Ambulance	Quarterly Billing	45,500.00
Gen	Clerk of the Legislature	Court Costs	9.29
Gen	Contryman Associates, P.C.	Budget Prep Costs	4,500.00
Data Proc	Cornerstone Bank	Data Proc Equip	61.00
Rd	Cornhusker Cleaning Systems Inc.	Shop Supplies	40.42
Weed	Crop Production Services	Weed Control	1,082.40
Rd	Cross-Dillon Tire	Tire Repair	4,552.36
Data Proc	DDSS, Inc.	Time Clocks	519.40
Gen	Dell Marketing L.P.	Data Proc Costs	99.99
Gen	Deluxe Cleaners	Grounds Repair	5.00
Gen	Law Office of Candace L. Dick P.C.	Attorney Fees	97.50
Gen	Donna's Computer Sales & Service	Office Equip Repair	74.25
Gen	Eakes Office Plus	Office Supplies	907.90
Rd	Fastenal Industrial & Const Supply	Repair Parts	2.96
Aging	Lillian Few	Mileage	47.30
Gen	Fillman Law Offices	Attorney Fees	2,698.60
Rd	Filter Care	Repair Parts	178.95
Visitors Prom	First Bankcard	Office Expenses	292.68
Gen	Grand Central Foods	Supplies	

			3,521.59
Gen	Great Plains Pest Management, Inc.	Building Maintenance	45.00
Visitors Prom	Greater York Area Chamber of Comm	Grant	1,500.00
Gen	Hasler Financial Services, LLC	Office Equip	959.99
Rd	The Henderson News	Publication	38.00
Gen	Hometown Leasing	Equip Rental	309.48
Rd	The Island Supply Company	Supplies	91.92
Gen	Jackson Services Inc.	Maintenance Agreement	42.50
Rd	JEO Consulting Group, Inc.	Engineering	520.00
Rd	Johnson Sand & Gravel Co, Inc.	Gravel	340.00
Rd	Kerford Limestone Company	Rock	625.47
Rd	Kimball Midwest	Repair Parts	292.47
Rd	Kirkham Michael Engineers	Engineering	5,089.56
Gen	Kopchos Sanitation, Inc.	Garbage	140.00
Visitors Prom	The Lamar Companies	Billboard Rental	460.00
Gen	Lancaster County Court	Court Costs	17.00
Gen	LaRue Distributing, Inc.	Supplies	35.98
Gen	Lawson Products, Inc.	Janitorial Supplies	320.02
Gen	Lichti's Inc.	Equipment	120.80
Rd	Linweld, Inc.	Shop Supplies	288.39
Gen	Loup Valley Lighting, Inc.	Supplies	263.28
Visitors Prom	Magic Media, Inc.	Billboard Rental	435.00
Gen	Malouf & Associates	Janitorial Supplies	434.30
Rd	Mead Lumber & Rental-York	Equip Rental	52.80
Gen	Midwest Auto Fire Sprinkler Co.	Inspection	560.00
Rd	Midwest Service & Sales	Signs & Posts	2,090.50
Gem	Miller Seed & Supply Co., Inc.	Grounds Maintenance	144.50
Gen, Data Proc	MIPS Inc.	Data Proc Costs	1,018.38
Gen	Mogul's Transmission, Inc.	Vehicle Maintenance	318.31
Gen	Naber's Repair Service	Building Maintenance	20.00
Gen	National District Attorneys Assoc	Dues	170.00
Drug Test	Ne Public Health Environmental Lab	Drug & Alcohol Testing	168.00
Gen, Rd	Ne Public Power District	Electricity	5,975.63
Rd	Ne Salt & Grain Co	Gravel	1,137.30
Rd	Ne Truck & Equipment Co., Inc.	Repair Parts	510.29
Rd	Ne Truck Center, Inc.	Repair Parts	1.45
Gen	Steve Neujahr	Mileage	93.50
Rd	NMC Exchange LLC	Repair Parts/Labor	735.06
Aging	Anita Norquest	Mileage	88.55
Gen	North Office Supply	Office Supplies	249.51
Rd	Northern Safety Co. Inc.	Safety Equip	90.04
Gen	O'Keefe Elevator Company, Inc.	Maintenance Agreement	354.53
Rd	Orscheln Farm & Home	Signs & Posts	22.10
Gen	Overhead Door Co.	Building Maintenance	151.40
Rd	Overland Sand & Gravel Company	Gravel	6,134.80
Drug Test	Lynn Peavey Company	Drug & Alcohol Testing	47.88

Rd	Penner's Tire & Auto, Inc.	Tire Repair	339.38
Visitors Prom	Perennial Public Power District	Electricity	86.18
911	Platte Valley Communications	E-911 Equip	14,335.00
Rd	Power Plan	Grader Blades	2,550.00
Visitors Prom	R.S. Enterprises	Billboard Rental	310.00
Rd	Rasmussen Auto Parts	Repair Parts	36.17
Gen	Rasmussen Mechanical Services, Inc.	Building Maintenance	5,023.49
Visitors Prom	Ann L Redfern	Special Projects	52.50
Gen	Redfield & Company, Inc.	Office Supplies	647.00
State Inst	Region V Systems	EPC Billing	220.00
Gen	Amanda Ring	Reimbursement	7.15
Gen	Romans, Wiemer & Associates	Audit Costs	495.00
Rd	Sahling Kenworth Inc.	Repair Parts	558.36
Gen	Saline County District Court	Court Costs	7.75
Gen	Don Sandman	Mileage	132.55
Rd	Sapp Bros. Petroleum, Inc.	Fuel	1,081.77
Visitors Prom	Bob Sautter	Mileage	54.45
Rd	Snap-On Tools	Shop Supplies	151.39
Gen	State Industrial Products	Janitorial Supplies	197.52
Gen	State of Ne Das Central Finance	Equip Rental	448.00
Gen	Svehla Law Offices	Attorney Fees	391.02
Sheriff	Time Warner Cable	Subscription	66.71
Rd	Titan Machinery	Repair Parts	192.91
Gen, Rd	True Value/Coast to Coast	Building Supplies	75.99
Gen	Kelly Turner	Reimbursement	8.53
Rd	Village of Bradshaw	Electricity	9.30
Rd	Waw	Engineering	85,814.78
Visitors Pr	Web Tech Solutions	Website Maintenance	15.00
Rd	Weldon Industries, Inc.	Repair Parts	9.01
Visitors Prom	Wessel's Living History Farm	Grant	4,599.78
Gen	West Payment Center	Consulting Fees	962.49
Gen	Eric Williams	Mileage	55.00
Gen, 911, Aging, Rd, Relief	Windstream Communications	Telephone Service	3,064.65
Gen, Relief, Sheriff	York County Clerk - Petty Cash	Reimbursement	1,971.45
Gen	York County Court	Court Costs	314.00
Visitors Prom	York County Development Corp	Office Expenses	4,652.22
Gen	York County District Court	Court Costs	409.00
Gen, Weed	York County Highway Dept.	Fuel	2,251.25
Gen	York County Sheriff	Unpaid June	2,151.64
Rd	York Equipment, Inc.	Repair Parts	115.06
Rd	York Fire Department	Safety Equip	112.00
Drug Test	York General Hospital	Drug & Alcohol Testing	610.00
Gen	York News-Times	Publication	5.28
Visitors Prom, Visitors Imprv	York Printing Company, LLC	Office Supplies	498.00
Gen, Visitors Prom, Aging	York Wholesale Company	Supplies	1,578.95

Gen	Zee Medical Service	Safety Equip	75.05
-----	---------------------	--------------	-------

The Board discussed Interfund transfers.

Moved by Bulgrin, seconded by Neujahr to adopt Resolution #09-57 transferring \$2,000. from the Inheritance Tax Fund to the State Institutions Fund to be repaid when funds levied come in; roll call: yeas, Bulgrin, Neujahr, Bergen, Bredenkamp and Brown; nays, none; motion carried.

RESOLUTION #09-57

WHEREAS, the York County Board of Commissioners met at their regular meeting on the 11th day of August 2009, to discuss and act on an emergency created in the funds available in the State Institutions Fund to operate until the end of the fiscal year which will be completed on June 30, 2010; and

WHEREAS, operating expenses have unexpectedly exceeded revenue; and

WHEREAS, the York County Board of Commissioners has been advised by the County Clerk that a deficit appropriation in the sum of \$2,000.00 will be required to complete the obligations of this fund for the fiscal year ending June 30, 2010.

NOW, THEREFORE, BE IT RESOLVED, that the York County Board of Commissioners hereby finds and declares that an emergency exists in the State Institutions Fund budget and hereby appropriates from the Inheritance Tax Fund the sum of \$2,000.00 for the State Institutions Fund for the remainder of the fiscal year ending June 30, 2010 for payment of claims. Such funds are to be reimbursed to the Inheritance Tax Fund when monies become available.

DATED this 11th day of August, 2009.

Moved by Bredenkamp, seconded by Bulgrin to adopt Resolution #09-58 to transfer \$20,000. from the Miscellaneous General Fund to the Courthouse Building Fund; roll call: yeas, Bredenkamp, Bulgrin, Bergen, Neujahr and Brown; nays, none; motion carried.

RESOLUTION #09-58

WHEREAS, the York County Board of Commissioners met at their regular meeting on the 11th day of August 2009, and discussed the fact that in the proposed budget for 09-10, the Courthouse Building Fund would be funded by way of interfund transfers from the Miscellaneous General Fund; and

WHEREAS, at this time it is necessary to transfer proposed budgeted funds in order to meet obligations in the amount of \$20,000.

NOW BE IT RESOLVED, that the York County Treasurer shall transfer the sum of \$20,000.00 budgeted dollars from the Miscellaneous General Fund to the Courthouse Building Fund for the budget year of 2009-2010.

Dated this 11th day of August, 2009.

A month to month contract between the County of York and Orval Stahr, Zoning Administrator was reviewed. It is a \$1,700.00 a month contract.

Moved by Neujahr, seconded by Bulgrin to approve the contract with Orval Stahr; roll call: yeas, Neujahr, Bulgrin, Bergen, Bredenkamp and Brown; nays, none; motion carried.

AGREEMENT

THIS AGREEMENT entered into as of this 11th day of August, 2009, by and between Orval J. Stahr (herein called the “Contractor”) and York County, Nebraska (herein called the “County”) to provide zoning administration and related services to the County

WITNESSETH THAT:

WHEREAS, the County hereby agrees to engage the Contractor to render certain technical and professional services and,

NOW, THEREFORE, the parties hereto do mutually agree as follows:

I. EMPLOYMENT OF CONTRACTOR

The County agrees to engage the Contractor and the Contractor agrees to perform certain professional and technical services hereinafter set forth.

II. SCOPE OF SERVICES

The Contractor shall do, perform and carry out the services as follows:

- A. Assist residents and developers of land uses in understanding the requirements of the zoning regulations and related federal and state development regulations,
- B. Review and issuance of zoning permits for uses consistent with the County’s Zoning Regulations,
- C. Prepare and have published proper public notices for special exception, variance and other development proposals requiring public hearings by the County Planning Commission, County Board of Adjustment and / or County Board of Commissioners,
- D. Conduct on-site inspections to verify compliance with zoning regulations,
- E. Prepare and mail meeting notices to Commission and Board members and applicants,
- F. Prepare written reviews and recommendations for use by the County Planning Commission, County Board of Adjustment and / or County Board of Commissioners in their consideration of special exception, variance, amendments and similar applications,
- G. Attend all meetings of the County Planning Commission, Board of Adjustment and those meetings of the County Board of Commissioners where special exception uses, zoning amendments or other zoning matters are to be considered.
- H. Maintain proper records regarding all permits, special exceptions, variances, Board of Adjustment and Planning Commission meetings and actions in the office of the County Zoning Administrator and prepare and submit a quarterly activity reports to the County Board of Commissioners. These records shall be kept by the Office Manager at the County Roads Department.
- I. Provide orientation training regarding duties, responsibilities and limitations of authority for newly appointed members of the County Planning Commission and Board of Adjustment,
- J. Investigate and implement proper compliance procedures for violations of the County Zoning Regulations,

- K. Act as the County’s Federal Flood Insurance Administrator and review and issue appropriate permits, require investigations and assure compliance with the County’s flood hazard regulations and the requirements of the Federal Flood Insurance Program,
- L. Determine and assign proper property addresses for new development in the County and provide notification of the U. S. Postal Services, law enforcement and emergency service entities and assist the County Assessor’s office maintain an updated map of all rural addresses,
- M. Perform other duties directly related to the proper administration and enforcement of the County’s Zoning Regulations.

In the performance of these services the Contractor shall utilize the services of the York County Assessor’s Office to provide and collect zoning permit and other zoning related applications in order to maximize public convenience. The Contractor shall also utilize the services of the Office Manager of the York County Roads Department to the extent the workload of this position allows to provide a portion of the above services listed in Items C, D, E, H, K and L immediately above.

The Contractor shall also provide the following services as “optional services” at the request of the County. Said optional services shall be provided at an hourly rate as set forth in Section IV of this Agreement:

- N. Prepare written amendments to the York County Comprehensive Plan, upon the recommendation of the York County Planning Commission to the County Board of Commissioners or as may be required by modifications in applicable statutes or court decisions.
- O. **Assist in the training of persons designated by the York County Board of Commissioners to serve as the York County Zoning Administrator.**

III. CONTRACT PERIOD

This Agreement and the services of the Contractor shall commence upon the day and the year first written above and shall expire after one (1) month. This agreement shall automatically renew for additional one month periods not to exceed eighteen (18) months. Said agreement may be terminated at the end of any one month period upon written notice given by either party at least 15 days prior to the end of said one month period.

IV. COMPENSATION

The County agrees to pay the Contractor a total sum of one thousand seven hundred dollars (\$1,700) for the services herein set forth. Such sum shall be paid at the same time as the County monthly payroll payments are made.

For optional services listed in Section II of this Agreement, the County shall pay an hourly rate of seventy five dollars (\$75.00 per hour which shall be paid within thirty (30) days of receipt of an invoice from the Contractor for any such services rendered. This compensation herein described shall constitute the entire compensation to the Contractor.

V. COUNTY’S RESPONSIBILITIES

Unless already available to the Contractor, the County shall provide to the Contractor, one (1) copy each of its comprehensive plan, zoning regulations and amendments thereto, any bylaws or rules of procedure of the Planning Commission and Board of Adjustment and any other regulatory information which are necessary for the Contractor to perform the services specified herein and the County shall be responsible for cost of publication of all legal notices, any legal services, court fees or other fees or costs necessary to the proper enforcement of the comprehensive plan and zoning regulations.

VI. ASSIGNABILITY

The Contractor shall not assign any interest in this Agreement and shall not transfer any interest in the same without the prior written consent of the County.

VII. INTEREST OF THE CONTRACTOR

The Contractor covenants that the Contractor presently has no interest and shall not acquire any interest which would conflict in any manner with the performance of the services herein specified. The Contractor further covenants that in the performance of the services herein specified, no person having any conflicting interest shall be employed by the Contractor.

VIII. EXTENT OF AGREEMENT

This Agreement represents the entire and integrated Agreement between the County and the Contractor and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument executed by both parties hereto.

IX. AGREEMENT FORM

This Agreement has been reviewed and approved as to form.

Dated this 11th day of August, 2009.

Jessica Whalen, Community Liaison with Congressman Adrian Smith came before the Board to address any concerns they may have. She will also be available to the public in the Driver’s Examiners Room following the Board meeting from 10:30 a.m. to 12:30 p.m..

A proposed zoning resolution was revisited. Under the Resolution, amendments to the railroad site distance restrictions Section 9.5 of Resolution #50 would be revised. This would add to the current intersection visibility.

Moved by Neujahr, seconded by Bergen; to Adopt Resolution #09-59 which is recommended by the Planning and Zoning Commission which addresses site distance; roll call: yeas, Neujahr, Bergen, Bredenkamp Bulgrin and Brown; nays, none; motion carried.

RESOLUTION #09-59

WHEREAS, the York County Board of commissioners conducted a public hearing on the 21st day of April, 2009 for the purpose of considering amendments to York County Resolution No. 50, which is the Zoning Regulations for York County, Nebraska as recommended by the York County Planning Commission.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF YORK COUNTY, NEBRASKA, this 11th day of august, 2009, that the County does hereby amend Section 9.5 of said Resolution 50 to add to the current Intersection Visibility requirements for new railroad crossings:

NEW RAILROAD CROSSING SITE DISTANCE RESTRICTIONS: For any new public highway-rail grade crossings the minimum site distances shall be determined according to the following Table. The site triangle must be clear of all permanent obstructions such as buildings, structures or topography.

DIAGRAM – see original resolution

One (1) copy of the York County Zoning Resolution 50, including the amendments contained herein shall be kept on file with the York County Clerk and available for public inspection during regular office hours. (Reference Neb. Rev. Stat. §23-114, §23-114.03, and §23-164 and §23-165.)

That any other resolution or section passed and approved prior to the passage, approval, and publication of this ordinance and in conflict with this provision is hereby repealed.

This resolution shall take effect and be in full force from and after its passage, approval, and publication as required by law.

PASSED AND APPROVED this 11th day of August, 2009.

Due to the retirement of Sharon Cuda, York County Clerk of the District Court, a single audit of that particular office was conducted. It was found that everything was in order.

Moved by Bredenkamp, seconded by Bulgrin to accept the audit of the Clerk of the District Court; roll call: yeas, Bredenkamp, Bulgrin, Bergen, Neujahr and Brown; nays, none; motion carried.

While discussing the issue of time clocks with Madison County, it was found that in Madison County, an employee accrues vacation time throughout the first year and that if a person terminates prior to the end of the first year, a portion of that first year’s vacation should be paid out.

Moved by Bulgrin, seconded by Bredenkamp to table the matter to a future time to allow time for the County Attorney to research the matter; roll call: yeas, Bulgrin, Bredenkamp, Bergen, Neujahr and Brown; nays, none; motion carried.

Delta Dental, one of York County’s dental insurance plans, has made available an option for open enrollment every 24 months. Originally, an employee had a one time opportunity to purchase this insurance and in order to receive a better premium rate, it was sold as a package along with an eye care plan. At this time, only Delta Dental is offering an open enrollment period. The Board felt that more information should be provided prior to making a decision.

Moved by Neujahr, seconded by Bulgrin to table the matter to obtain more information; roll call: yeas, Neujahr, Bulgrin, Bergen, Bredenkamp and Brown; nays, none; motion carried.

Bob Sautter, representing the Visitors Promotion Board came before the Board to request a replacement for Rhonda Bayne on the committee. Sautter recommended that the board appoint Karen Clarence from Hampton Inn. He requested that she be appointed to a 4 year term and also fill out the unexpired term of Bayne.

Moved by Bulgrin, seconded by Bergen to adopt Resolution #09-60 appointing Karen Clarence to fill out the remainder of Rhonda Bayne’s term which expires on January 30, 2010; roll call: yeas Bulgrin, Bergen, Neujahr, Bredenkamp and Brown; nays, none; motion carried.

RESOLUTION #09-60

WHEREAS, York County Visitors Committee Member, Rhonda Bayne has resigned, and it is therefore necessary to appoint a replacement for her position.

WHEREAS, the York County Board of Commissioners has nominated and approved Karen Clarence to fill this position and to complete the unexpired term of Rhonda Bayne which will continue until January 30, 2010.

BE IT THEREFORE RESOLVED, that Karen Clarence is hereby appointed to the York County Visitors Committee to serve the balance of the unexpired term of Rhonda Bayne until January 30, 2010.

Dated this 11th day of August, 2009.

Clerk Heine provided information to the Board regarding MIPS service whereby they would provide on-line posting of deeds, mortgages etc. on the internet. The cost would be \$50 per month if only deeds were posted on line and \$75 per month if all documents were posted. Those that register for the service would pay a fee to MIPS and would be able to pull up the document and print it off. It was decided to take no action on this matter at this time.

Permanent Easements for the NW ¼ of 16-9-3 and NE ¼ of 17-9-3 were reviewed by the Board.

Moved by Neujahr, seconded by Bergen to sign the Permanent Easements; roll call: yeas, Neujahr, Bergen, Bredenkamp, Bulgrin and Brown; nays, none; motion carried.

**LOCAL POLITICAL SUBDIVISION
ACQUISITION CONTRACT
Project No: YOM 17-9-3
Control No: Tract No.: 2**

THIS CONTRACT, made and entered into this 29th day of July, 2009 by and between, THOMAS J PEED, as TRUSTEE OF THE THOMAS J PEED REVOCABLE TRUST DATED NOVEMBER 6, 2003, and RHONDA L PEED, as TRUSTEE OF THE RHONDA L PEED REVOCABLE TRUST DATED NOVEMBER 6, 2003, each and undivided one-half (1/2) interest as tenants-in-common, Address: 201 N 7th Street, Suite 201, Lincoln Nebraska, 68508, hereinafter called the OWNER, AND York County, Nebraska, hereinafter called the BUYER.

PERMANENT EASEMENT

WITNESSETH: In consideration of the payment of payments as specified below, the OWNER hereby agrees to execute to the BUYER, a Permanent Easement for the construction, operation, and maintenance of a public road right-of-way which will be prepared and furnished by the BUYER, to certain real estate described in exhibit 1. (The description may be stated in either "metes and bounds" or "station and offsets")

NW ¼ of Sec. 16-T9N-R3W
Permanent Easement

A tract of land located in the NW ¼ of Sec. 16-T9N-R3W of the 6th Principal Meridian, York County, Nebraska, more particularly described as follows:

Referring to the SW corner of the NW ¼ of Sec. 16-T9N-R3W; thence north, along the west section line of the NW ¼ of Sec. 16-T9N-R3W, a distance of 943.99 ft.; thence east, perpendicular, a distance of 33.00 ft. to the point of beginning; thence continuing east, a distance of 7.00 ft.; thence north, perpendicular, a distance of 400.00 ft.; thence east, perpendicular, a distance of 10.00 ft; thence north perpendicular, a distance of 100.00 ft.; thence east, perpendicular, a distance of 60.00 ft.; thence north, perpendicular, a distance of 150.00 ft.; thence west, perpendicular, a distance of 70.00 ft.; thence north, perpendicular, a distance of 350.00 ft.; thence west, perpendicular, a distance of 7.00 ft; thence south, perpendicular, a distance of 1,000.00 ft to the point of beginning containing 0.42 acres, more or less, being the land for which a permanent right-of-way easement is hereby acquired. Said easement shall include a right -of-way for the grantor to operate a center pivot irrigation system passing through said easement.

It is understood that the easement area(s) may be used for the permanent relocation of sub-surface utilities during the construction of the project.

The BUYER agrees to purchase the above described Permanent Easement(s) and to pay, therefore, upon the delivery of said executed Permanent Easement Deed. If the OWNER so desires, they shall have the right to receive 100% of the final payments due under this contract prior to vacating the premises being acquired. The BUYER agrees that the OWNER shall have a right-of-way for and may operate a center pivot irrigation system that passes through the property subject to said permanent easement. Further, the BUYER agrees that should the BUYER temporarily prohibit the OWNER from operating a center pivot irrigation system that crosses the land affected by this easement for construction, operation and maintenance of a public road, the BUYER should pay the OWNER reasonable damages resulting from the BUYER'S refusal to allow said irrigation system to cross this easement.

TOTAL -0-

It is agreed and understood that the buyer is hereby granted an n immediate right of entry upon the premises described above.

The above payments shall cover all damages caused by the establishment and construction of the above project except for CROP DAMAGE, if any, which will be paid for in an amount based on the yield from the balance of the field less expenses of marketing and harvesting. CROP DAMAGE shall mean damage to such crops as are required to be planted annually and which were planted at the time of the signing of this contract and which are actually damaged due to construction of this project. The OWNER agrees to make a reasonable attempt to harvest any crop so as to mitigate to crop damage.

If any other party shall hold any encumbrance against the aforementioned property at the time of delivery of the aforementioned property, such payments as are due under this contract shall be made to the OWNER jointly with the party or parties holding such encumbrance, unless said party or parties holding such encumbrance shall have in writing waived their right to receive such payment.

Expenses for partial release of mortgages will be paid by the BUYER, if required.

This contract shall be binding on both parties as soon as it is executed by both parties, but should none of the above real estate be required, this contract shall terminate upon the payment of \$10.00 by the BUYER to the OWNER.

BUYER	OWNER
SS:York County	SS:
By Augustus M Brown	THOMAS J PEED, TRUSTEE
Date August 11, 2009	RHONDA L PEED, TRUSTEE
	Dated this 29th day of July, 2009

LOCAL POLITICAL SUBDIVISION
ACQUISITION CONTRACT
Project No: YOM 17-9-3
Control No: Tract No.: 1

THIS CONTRACT made and entered into this 8th day of April, 2009 by and between, DONALD W AND KAREN K MIERAU, 311 Road 5 Henderson Nebraska 68371, hereinafter called the OWNER, and York County, Nebraska, hereinafter called the BUYER.

PERMANENT EASEMENT

WITNESSETH: In consideration of the payment of payments as specified below, the OWNER hereby agrees to execute to the BUYER, a Permanent Easement for the construction, operation, and maintenance of a public road right-of-way which will be prepared and furnished by the BUYER, to certain real estate described in exhibit 1. (The description may be stated in either "metes and bounds" or "station and offsets")

TRACT NO. 1
NE ¼ of Sec. 17-T9N-R3W
Permanent Easement

A tract of land located in the NE ¼ of Sec. 17-T9N-R3W of the 6th Principal Meridian, York County, Nebraska, more particularly described as follows:

Referring to the SE corner of the NE ¼ of Sec. 17-T9N-R3W; thence north, along the east section line of the NE ¼ of Sec. 17-T9N-R3W, a distance of 1,322.04 ft.; thence west, perpendicular, a distance of 33.00 ft. to the point of beginning; thence continuing west, along the previously described course, a distance of 17.00 ft.; thence north, perpendicular, a distance of 121.95 ft.; thence west, perpendicular, a distance of 75.00 ft; thence north perpendicular, a distance of 200.00 ft.; thence east, perpendicular, a distance of 75.00 ft.; thence north, perpendicular, a distance of 300.00 ft.; thence east, perpendicular, a distance of 17.00 ft.; thence south, perpendicular, a distance of 621.95 ft to the point of beginning containing 0.59 acres, more or less, being the land for which a permanent right-of-way easement is hereby acquired.

It is understood that the easement area(s) may be used for the permanent relocation of sub-surface utilities during the construction of the project.

The BUYER agrees to purchase the above described Permanent Easement(s) and to pay, therefore, upon the delivery of said executed Permanent Easement Deed. If the OWNER so desires, they shall have the right to receive 100% of the final payments due under this contract prior to vacating the premises being acquired. The BUYER agrees that the OWNER shall have a right-of-way for and may operate a center pivot irrigation system that passes through the property subject to said permanent easement. Further, the BUYER agrees that should the BUYER temporarily prohibit the OWNER from operating a center pivot irrigation system that crosses the land affected by this easement for construction, operation and maintenance of a public road, the BUYER should pay the OWNER reasonable damages resulting from the BUYER'S refusal to allow said irrigation system to cross this easement.

TOTAL -0-

It is agreed and understood that the buyer is hereby granted an immediate right of entry upon the premises described above.

The above payments shall cover all damages caused by the establishment and construction of the above project except for CROP DAMAGE, if any, which will be paid for in an amount based on the yield from the balance of the field less expenses of marketing and harvesting. CROP DAMAGE shall mean damage to such crops as are required to be planted annually and which were planted at the time of the signing of this contract and which are actually damaged due to construction of this project. The OWNER agrees to make a reasonable attempt to harvest any crop so as to mitigate to crop damage.

If any other party shall hold any encumbrance against the aforementioned property at the time of delivery of the aforementioned property, such payments as are due under this contract shall be made to the OWNER jointly with the party or parties holding such encumbrance, unless said party or parties holding such encumbrance shall have in writing waived their right to receive such payment.

Expenses for partial release of mortgages will be paid by the BUYER, if required.

This contract shall be binding on both parties as soon as it is executed by both parties, but should none of the above real estate be required, this contract shall terminate upon the payment of \$10.00 by the BUYER to the OWNER.

BUYER	OWNER
SS: York County	SS:
By Don L Robb	DONALD W MIERAU
Date April 8, 2009	KAREN K MIERAU

Bids were opened as advertised for a bridge replacement on Road C (JEO Project No. 093BR10). Those bidding and the amount of the bids are as follows:

CONSTRUCTION COMPANY	GROUP “A”	ALTERNATE BID	START DATE
WAW Construction Inc., Stromsburg, NE	\$50,555.75	\$6,035.00	10-1-09
M.E. Collins Contracting Co., Inc. Wahoo, NE	\$67,432.95	\$10,691.80	10-1-09
Dobson Brothers Construction, Lincoln, NE	\$73,779.35	\$10,470.00	9-1-09
TCW Construction, Lincoln, NE	\$55,061.20	\$4,690.00	10-1-09
Castle Construction Inc., Columbus, NE	\$62,956.54	\$8,921.00	10-19-09

Following review of the bids, Julie Ogden of JEO and Don Robb, Highway Superintendent recommended going with WAW Construction Inc.,

Stromsburg, NE.

Moved by Bergen, seconded by Bulgrin that the low bid be accepted to include the aprons for a total of \$56,590.75; roll call: yeas, Bergen, Bulgrin, Bredenkamp, Neujahr and Brown; nays, none; motion carried.

The Board met with all Elected Officials and Department Heads regarding their budgets. The following changes and motions were made:

EXTENSION OFFICE

The Extension Assistant’s salary was discussed. He is currently receiving \$46,691.00.

Moved by Bulgrin, seconded by Bredenkamp to change the increase to \$.25 an hour making his salary \$47,211.00 for the Extension Assistant; roll call: yeas, Bulgrin, Bredenkamp, Neujahr and Brown; nays, Bergen; motion carried.

VETERANS SERVICE OFFICE

Payroll for the Veterans Service employees was discussed. Currently the Veterans Officer receives \$16.52 pr hour and the secretary receives \$10.00.

Moved by Bulgrin, seconded by Neujahr to keep in line with the other increases to make the administrative regular time (coding 1-0301) an increase of \$.25 (from \$16.52 to \$16.77) for the Veterans Service Officer; roll call: yeas, Bulgrin, Neujahr, Bredenkamp; nays, Bergen; Brown abstained; motion carried.

The Veterans secretary is now receiving \$10.00 an hour.

Moved by Bulgrin, seconded by Bredenkamp to change her salary to \$10.75 an hour for a 40 hour week as she has not received her 6 month review increase; roll call: yeas, Bulgrin, Bredenkamp, Bergen and Brown; nays, Neujahr, motion carried.

EMERGENCY MANAGER

The Emergency Manager is employed by York and Seward Counties through an interlocal agreement. Seward County has discussed a 2.5% increase. This matter will have to be discussed with Seward County prior to setting the salary.

INHERITANCE TAX FUND

Moved by Bulgrin, seconded by Neujahr to strike \$5,000 from York Adopt-a-Pet (motion amended to \$4,000.00) roll call: yeas, Neujahr, Bergen, Bredenkamp and Brown; nays, Bulgrin; motion carried.

Moved by Neujahr, seconded by Bergen to amend the motion to \$4,000.00 as opposed to the \$5,000.00; roll call: yeas, Neujahr, Bergen, Bredenkamp and Brown; nays, Bulgrin; motion carried.

Moved by Bulgrin to strike the City of York Library request for \$60,000.00 and the Village of Gresham Library for \$200.00; motion failed for lack of a second.

ROAD DEPARTMENT

The Highway Superintendent’s pay was again discussed.

Moved by Bulgrin, seconded by Bredenkamp to set the Highway Superintendent’s salary at \$56,680.00; roll call: yeas, Bulgrin, Bredenkamp, Neujahr, Bergen and Brown; nays, none; motion carried.

The salary of the secretary in the Road Department was then discussed. Ila Chapman was budgeted to receive a \$.50 increase.

Moved by Bulgrin, seconded by Bredenkamp to give Ila a \$.25 raise; roll call: yeas, Bulgrin, Bredenkamp, Neujahr and Bergen; nays, Brown; motion carried.

INHERITANCE TAX FUND

Moved by Bredenkamp, seconded by Bulgrin to budget \$30,000. from the Inheritance Tax Fund to transfer to the General Fund to reduce the property tax request; roll call: yeas, Bredenkamp, Bulgrin, Bergen, Neujahr and Brown; nays, none; motion carried.

Committee reports were given.

Sharilyn Ramsey, Clerk of the District Court and Cynthia D. Heine, York County Clerk submitted their July, 2009 fee reports in the respective amounts of \$1,554.93 and \$14,318.53. The reports were reviewed and placed on file.

Sheriff Dale Radcliff, submitted the June and July 2009 fee reports in the amounts of \$4,188.71 and \$2,991.07. The reports were reviewed and placed on file.

The Chairman declared the meeting adjourned at 6:40 p.m. The next regular meeting will be August 25, 2009 at 8:30 a.m. with Elected Officials/Department Heads; 9:20 a.m. with the General Assistance Administrator and 9:35 a.m. in the County Commissioners Room, lower level of the Courthouse for the regularly scheduled meeting.

Augustus M. Brown, Jr., Chairman
York County Commissioners

Cynthia D. Heine, County Clerk
York, Nebraska